

RFP #08-09-RB

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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FOR
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I. PURPOSE

The purpose of this Unsealed Request for Proposal is to solicit proposals to establish a contract through competitive negotiations for the production of a 15 minute color video highlighting historical information on the efforts of the Department of Environmental Quality (DEQ), to protect the environment of Virginia.

II. BACKGROUND

The DEQ Environmental History Video will help fulfill one of the Commonwealth's key strategic goals for environmental protection: fostering an informed and engaged community. The project will produce information in video form that highlights environmental protection efforts in Virginia during the past several decades. The intent of this project is to examine how laws, practices, perceptions and other appropriate factors have changed during the last 60 years, leading to the important environmental benefits Virginians enjoy today. The video will supplement the booklet portion of this project by exploring the evolution of Virginia's environmental history, describing noteworthy accomplishments and suggesting what the future may hold. The main vehicle for telling this story will be the recollections of key players who have participated in this evolution. Production of these materials will provide a unique perspective to Virginians on the Commonwealth's long-term efforts to safeguard natural resources, the level of progress that has been made and how Virginia is poised to deal with environmental challenges on the horizon.

III. STATEMENT OF NEEDS

The Contractor shall provide all necessary personnel, tools, material, equipment and facilities required for pre-production, production, post-production, research, development of content and script writing (in conjunction with DEQ staff), film/videotape, and reproduction services necessary to develop a color 15 minute long DVD. The DVD will use photos, new video of key individuals, and new video of assigned DEQ activities to chronicle the history of DEQ's efforts to protect the Commonwealth of Virginia's environment during the last 60 years.

The final product will be a Digital Video Device (DVD), playable on standardized DVD players, and with identical information for use on the DEQ web. DEQ Contract Administrator, Bill Hayden, will manage the project and approve all project activities. Final delivery of the DVD is desired by March 28, 2008, if possible; otherwise, a draft DVD suitable for agency use must be submitted by March 28, 2008, with final delivery by May 1, 2008.

1. Research, content development and script writing – Weekly reports shall be submitted to the Contract Administrator. Background information for the video will be available from research conducted for the Environmental History Project booklet. Interviews will be the basis for much of the content of the Video. Script will include environmental data from DEQ as appropriate. Other video contents will include:
 - **History Through Still Photos** (as selected by DEQ staff): A narrative of DEQ early years should be accompanied by photographs culled from DEQ archives.
 - **Interviews**: A number of interviews will be conducted. These will include a pre-selected group of approximately six people (potentially in one location at

one time) on their involvement and recollections about environmental protection in Virginia.

- **New Video** of designated DEQ activities and/or environmental themes.
2. Digital Video – Weekly reports shall be submitted to the Contract Administrator. Designated contents produced in a digital video format. The video will be the “heart” of the project, offering personal comments and recollections of key individuals in Virginia’s environmental protection efforts. Final products will include:
 - Complete video approximately 15 minutes long.
 - Edited segments of the complete video not to exceed five minutes long for use on the agency website.
 - 1,000 copies of the complete video on compact disc or other appropriate format for public distribution.
 3. Electronic files – Appropriately formatted electronic files of all contents of the video, as well as audio-only format, for use by DEQ staff and to place on the agency website.

The following tasks are required:

1. The Offeror shall provide a written plan to provide all services and staff as needed to complete the video.
2. The Contractor shall assist in pre-production work including script development, logistical decisions and arrangement.
3. The Contractor shall conduct location shooting in the Metropolitan Richmond area, as needed.
4. The Contractor shall edit video as specified by DEQ Contract Administrator.
5. The Contractor shall provide one (1) Final Master Video for duplication.
6. The Contractor shall provide all music service. If Offeror proposes to use original music, which it owns, the Offeror shall include the cost of use in this proposal. DEQ must approve all music.
7. The Contractor shall provide all necessary licensing documentation to establish the Contractor’s legal authority to use stock production music in accordance with all applicable copyright law.
8. The Contractor shall provide all raw footage shot for the video.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

General Requirements

A. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One original and one copy of each proposal must be submitted to the issuing Agency. No other distribution of the proposals shall be made by the offeror.

B. **Proposal Preparation:**

- 1) Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Agency requiring prompt submission of missing information and/or

giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Agency at its discretion.

- 2) Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3) Each copy of the proposal should be bound in a single volume where practical. **The ORIGINAL copy of the proposal must be marked as such.**

C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

D. Specific Requirements:

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1) This complete RFP, signed and data entered as required.
- 2) Request for Proposal (RFP) cover sheet and all addenda acknowledgements, if any, signed and fill out as required, by an authorized representative of the offeror.
- 3) A brief description of the company's experience producing videos and listing three examples of this work that is similar in size and scope to DEQ requirements. Outlining the specific service provided and names and titles of the responsible people involved in the project.
- 4) Two (2) samples of three to five minute previously produced videos.
- 5) A list of references to include names, mailing addresses, telephone numbers, e-mail addresses and points of contact of companies that have received services similar in nature to the one being requested.
- 6) A proposed Price. Indicate in the pricing schedule, Section X of the RFP.
- 7) It is DEQ's desire to have this project completed by March 31, 2008. However, a suitable draft for DEQ's use will be acceptable by March 31, 2008 with final video submitted by May 1, 2008. In Section VIII., Part E., the offeror is requested to annotate their acceptance of this date and to be able to deliver by this date.

V. EVALUATION AND AWARD CRITERIA

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by Department of Environmental Quality using the following criteria.

1.	Experience and qualifications of personnel assigned to perform the services	30 points
2.	Specific Plans or methodology to be used to perform the services by March 28, 2008	25 points
3.	Price	25 points
4.	References from other clients documenting the experience of primary contract	10 points
5.	Submission of at least two (2) 3-5 minutes videos previously produced by the contractor	10 points
Total		100 Points

- B. **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, DEQ shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. DEQ may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359, Code of Virginia.) Should DEQ determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated, to include the establishment of mutually-agreeable benchmarks for daily/weekly contractor performance for each specific program.

VI. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS:

1. The Contractor shall respond orally or in writing to all requests from DEQ Contract Administrator.
2. The Contractor shall meet with the Contract Administrator on a weekly basis, or more often as needed, during the duration of this contract to provide updates and obtain clarification.
3. The Contractor's personnel shall collaborate, as necessary, with the Contract Administrator of DEQ or individuals assigned to support this project.

B. REPORTS:

1. **Periodic Progress Reports:** The Contractor shall provide a weekly progress report to the Contract Administrator. The report will detail the estimated completion phase of the project.
2. **Drafts:** The Contractor shall present draft versions, script, timeline and production schedules at least 5 days before the start of any of these activities. DEQ reserves the right to make suggestions for consideration, inclusion and/or deletions. In the event DEQ makes suggestions, the Contractor shall have two (2) days to revise documents or to otherwise respond to the suggestions.
3. **Final Report:** The Contractor shall submit to the Contract Administrator, prior to completion of the contract and prior to final payment, a final version of the DVD for review; and be available, after submission to answer any questions related to the report or to provide proof of any information contained therein. The Contractor must maintain an outline of the script, shot list and production schedule for submission to the Contract Administrator.

C. PROJECT DELIVERABLES AND QUANTITIES:

If feasible, the project may be divided into four parts for separate delivery to DEQ:

1. Final Script for approval
2. Video filming completion
3. Draft Video - **Must** be submitted no later than March 28, 2008.
4. Final Video, Delivery of 1,000 copies of video and
Electronic files - **Must** be submitted no later than May 1, 2008.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as

amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset

when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Omitted.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code*

of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

VIII. **SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DEQ will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** DEQ reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. DELIVERY:** State the earliest firm date that all services requested in this solicitation can be provided:
- This date may be a factor in making the award. Date: _____
- F. SUBCONTRACTS:** No portion of the work will be subcontracted without prior written consent of DEQ. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DEQ the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- G. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skills and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of person employed by them as he is the acts and omissions of his own employees.
- H. OWNERSHIP OF DATA, MATERIALS AND DOCUMENTATION:** Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal

document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

IX. METHOD OF PAYMENT

1. An invoice shall be submitted upon completion of each item listed in Section X., Pricing Schedule.
2. All invoices must reference the Contractor's Federal Identification Number, the Contract Number and detailed descriptions of items and/or services rendered.
3. The invoices shall be submitted to:

Department of Environmental Quality
Attn: Accounts Payable
Post Office Box 1105
Richmond VA 23218

4. Payment will be made within 30 days of receipt of an accurate and complete invoice as approved by the DEQ Contract Administrator.

X. PRICING SCHEDULE

	Total Cost Per Line Item
Writing & Video Filming Completion	_____
Draft Video	_____
Final Master Copy (for duplication)	_____
Copies of Video (1,000 each)	_____
Electronic Files (for downloading to DEQ website)	_____
Grand Total:	\$ _____

XI. ATTACHMENT

ATTACHMENT A: OFFEROR DATA SHEET

ATTACHMENT A

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____